

58-7 035 Annual Maintenance Contract Of Purchase Price 12%

WARRANTY AND MAINTENANCE: All CourtSmart supplied software and hardware comes with a standard, limited one

(1) year warranty from date of installation to the original purchaser of the product and cannot be transferred. This Warranty covers all parts and labor for any failures that occur in the normal course of system operation. It does not cover problems that occur through the misuse or abuse of the system nor does it cover administrative, policy changes, or other non-support or maintenance actions taken or modifications made to the system contrary to the express direction of CourtSmart or failure to seek approval prior to undertaking such actions. The warranty does not cover normal wear and tear nor does it cover physical damage to any products caused by environmental issues unless that damage was the direct result of manufacturing defects. CourtSmart is not responsible for any consequential damage due to any failure of the hardware or software to perform as intended. CourtSmart bears no responsibility or obligation with respect to the manner of use of any system or components of a system sold by it. CourtSmart disclaims and negates any warranty of merchantability or fitness of use of such system or components of such system including without limitation, any warranty that the use of such system or components for any purpose complies with applicable laws or regulations. CourtSmart will not continue to support hardware that has reached the manufacturer's end-of-life cycle or has been exposed to environmental issues not considered normal operation exposure. Third party software such as Microsoft windows and SQL are not covered under warranty or maintenance. CourtSmart provides at the conclusion of the warranty period a maintenance contract covering applicable software enhancements, fixes, and upgrades deemed appropriate by CourtSmart at its sole discretion, as well as providing 1-800 telephone support. The annual maintenance contract is invoiced at a cost of 12% per year of the purchase price of the system providing that a VPN or other high-speed access is provided for support. The terms of the warranty are governed by the laws of the Commonwealth of Massachusetts.

Delivery time 90 days, Net 30. Listed on www.gsaadvantage.gov

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